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registrability; that, because certain instruments are not registerable, but are, nevertheless, enforceable in equity, resort must be had to them, in order to determine the state of the title; and, finally, that "there is nothing, either in the acts or in any of the decisions, to suggest that a certificate of title is intended to be, as it were, in the nature of a continuing charter of rights in favor of the registered owner, enabling him to defeat interests, equitable or otherwise, arising by his own acts".

In fact, the reader is expressly warned that directly opposing theories of the underlying principle of title registration are announced by the two leading authorities, *Gibbs v. Messer*, and *Assets Company v. Mere Roihi*, and that the determination of many important points must depend upon which view is accepted as conclusive.

The above discussion is not intended to express any personal view upon the practicability of this system, but simply to suggest some of the questions which must be considered by the conscientious conveyancer before he can advise a client whether it is desirable to bring real property under the Title Registration Law.

Henry Crofut White.

THE LAW OF QUASI-CONTRACTS. By FREDERICK CAMPBELL WOODWARD. Boston: LITTLE BROWN & Co. 1913. pp. xxi, 498.

Since the appearance in 1893 of Keener on Quasi-Contracts, there has been much adjudication of quasi-contractual questions, and consequently great development of this branch of the law. In view of these facts the need of a new presentation of the subject, and of a systematic consideration of the modern cases has been increasingly felt during the last few years. This need has been very ably met in Professor Woodward's new book, which is clearly the result of much thought, and an exhaustive study of the authorities. The author is generous in acknowledging his indebtedness to Judge Keener's pioneer work, but he does not hesitate to disagree with his predecessor in this field, as for example in sections 96, 98, 99, 117, 129, 150, 165, 180, 194, among others.

Obligations giving rise to civil remedies may be divided into contract obligations, tort obligations and law-imposed obligations other than those of tort, and to this last class is given the name "quasi-contracts", because actions on such obligations are generally contractual in form. The reader may be a little disappointed in picking up Professor Woodward's book to find that he restricts himself to less than the whole field of quasi-contractual obligations, confining his discussion to "obligations arising from unjust enrichment". However, the author is of course correct in stating that the obligations of which he has chosen to treat "constitute a homogeneous group, essentially different from all others", and perhaps we should not quarrel with any writer who refuses to enter the whole field open to him, if the area to which he confines himself has such natural boundaries as that to which the present work is restricted. Professor Woodward also doubts if the alternative obligation to pay for enrichment received, which rests upon one who has broken a contract or committed a tort, is properly quasi-contractual, and only includes the discussion of such obligations at the end of his work on grounds of convenience. The result of this is that, instead of all cases being grouped together which involve enrichment received under contracts, those cases where the

defendant has broken an enforceable contract after being enriched under it, are separated by half the volume from all of the other cases arising out of contracts.

After a helpful introductory chapter the text is divided into four parts entitled respectively "Benefits Conferred in Misreliance on Right or Duty", "Benefits Conferred through Dutiful Intervention in Another's Affairs", "Benefits Conferred under Restraint", and "Action for Restitution as Alternative Remedy for Repudiation or Breach of Contract, or for Tort". Aside from the objection already suggested to dealing with part of the cases arising out of contracts at the end of the book, away from all other cases arising out of contracts, the author's classification seems satisfactory, except in Part I. It is difficult to see how benefits conferred under a valid contract by one who later breaks the contract, or benefits conferred under a conditional contract which is brought to an end by the happening of the condition, can properly be classed as benefits conferred in *misreliance* on right or duty, and yet chapters dealing with benefits so conferred are put in Part I. It is believed that the classification here attempted is somewhat artificial and forced, and that the classification offered by Professor Woodruff in his Casebook on Quasi-Contracts is on the whole more satisfactory.

Professor Woodward's discussion of legal problems is scholarly and enlightening, and his use of quotations from cases is most judicious. With great industry in the study and classification of authorities Professor Woodward has very happily combined an independent and critical attitude, requiring every doctrine which is advanced to justify itself before it is accepted. The result is that the reader is given not a digest but a very useful textbook, in which the discussion is always stimulating, and the conclusions reached generally demand his acquiescence. The notes deserve particular commendation. The present writer's experience is that it is pretty safe to conclude that the cases contained in the notes stand for the propositions for which they are cited, which unfortunately cannot be said of the citations in all text books. The author also gives valuable references to numerous treatises and articles. Furthermore, the author has rendered the reader invaluable service by intimating in a phrase the subject matter of cases cited, when cases dealing with different subject matters, but supporting a single legal proposition, are gathered together in one note. Such a modern treatise on the subject of quasi-contracts as Professor Woodward has offered us has been much needed for some time, and there is no doubt that Professor Woodward's book will prove very valuable to students and to practitioners.

Charles K. Burdick.